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which deed is in custodie of Gregorye Pgrave, countie Norfolke, gent., the same to be equally divided amongst sons and daughters of brother Erasmus Sander, deceased, his son and heir Executor. Witnesses: Richard Bendysh, Edward Moundeford, James Munsers, scr., Symone Sillett of Congham, gent. [Sentence (108 Capell) confirming will of Francis Saunder, of Congham, Norfolk, gentleman, in case between Richard Saunder, executor, on one part, and next of kin, Sir Nicholas Saunder, knight, Henry Saunder and Nicholas Saunder, Esquires, and Philip Saunder and William Saunder, gentlemen, read the 2d of the Feast of St. Edmund the King, viz., 23 November, 1613.]

Capell, 76.

[Brown, Arber and other writers state that Henry Spelman, well known in the early history of Virginia, was third son of Sir Henry Spelman, the antiquary. Their authority is not known. This will, however, shows that he was a son of Erasmus Spelman, and nephew of Sir Henry.]

(TO BE CONTINUED.)

THE FAMILY OF NATHANIEL BACON, THE "REBEL."

AS SHOWN BY THE PAPERS IN THE CASE OF JARVIS *v.* JASON.

(CONCLUDED)

* * * * *

or any parte or parcell thereof from the Feaste of St. Michael the Archangell last past until the twenty ninth day of September which shall bee in the Yeare of our Lord one thousand six hundred seaventy eight & in default of delivering lawful, peaceable [& quiet] possession of the said estate as aforesaid & conveying the said Estate to the said Thomas Jarvis his heires & assignes as aforesaid then if the said Sr. Robt. Jason his heires Executors Adm'ors or assignes or some or one of them shall & doe within three Months next after the [said] twenty ninth day of September which shall bee in the Yeare

of our Lord one thousand six hundred seaventy eight pay unto the said Thomas Jarvis his heires or assignes the summe of one thousand two hundred & fifty pounds of lawfull money of England then the said Judgem't to bee void & of none effect or else to remaine in full force & vertue. Itt is therefore mutually agreed & concluded upon by & between the said parties to these presents, And the said Thomas Jarvis for himselfe, his heires, executors & adm'ors of every of them doth.....with the said Sr. Robert Jason his heires Executors and Adm'ors & every of them by these presents that if the said Sr. Robert Jason his heires Executors or Adm'ors or any of them shall & doe well & truly deliver unto the said Thomas Jarvis his heires & assignes lawfull peaceable & quiet possession of the said Messuage Lands & premises with the appurtenances & every parte thereof & convey the same with coven'ts as abovesaid & allsoe doe pay to the said Thomas Jarvis his heires & assignes the said yearly rent or summe of Sixty pounds [by] equall porcons as above said att the severall & respectives times abovesaid, And in default thereof if the said Sir Robert Jason his heirs Executors Adm'ors or assignes or any of them shall & doe well & truly pay unto the said Thomas Jarvis his Executors or Adm'ors or assignes the summe of one thousand two hundred & fifty pounds of lawfull money of England then hee the said Thomas Jarvis his Executors Adm'ors or assignes or one of them shall and will acknowledge Satisfaction upon the Record of the said Judgm't att the costs & charges of the said Sr. Robert Jason & cause the same to bee vacated & in the Meane time (if the said yearly rent or summe of sixty pounds bee paid as abovesaid) shall not or will sue forth any execucon upon the said Judgm't (sic) against the said Sr. Robert Jason his goods & Chattells lands or tenements And itt is hereby agreed & declared betweene the said parties to these presents that the mannor of Middle Asbon in the County of Oxford & the Land theire of the said Sir Robert Jason shall not be extended upon the Judgment aforesaid In witness whereof the parties to these presents have interchangeably sett their handes & seales the day & yeare first above written as by the said Indentures one parte whereof remaineing in this def'ts Custody duly executed by the Compl't relacon being thereunto had & to w'ch for more certainty herein this def't referreth himselfe doth & may appeare & this def't further saith that he hath beene informed & doubteth not but to prove that in the said two yeares menconed in the said defeazance, that is to say between Michis one thousand six hundred sexenty six & Michis one thousand six hundred seventy eight the said Wil'm Bokenham & his agents did make greate

stripp & wast upon the said premisses & Cutt downe & sold greate quantities of wood & timber of the said premisses & suffered the houses grounds & fences to grow very ruinous & be in decay. And that the Comp^{lt} did not deliver or cause to be delivered to this def^t or his agents the possession of the said premisses nor did procure any Reconveyance thereof according to the said defeasance nor never tendered this df^t any reconveyance or acquainted this def^t or any of his agents to this def^ts knowledge that he had procured a reconveyance thereof or was this def^t anyways informed thereof otherwise then by the Compl^{ts} bill. And therefore this Def^t hopes hee shall not bee compelled by this Hon^{ble} Court to accept the said reconveyance & discharge the said judgm^tto take the advantage thereof soe farr att leaste as to Recover the said summe of one thousand two hundred & fifty pounds & damages for the same itt being noe more then this def^t paid the said Bacon for the purchase of the said Estate & the rather for that the said def^t believes if he hath not remedy by the said Judgem^t for his purchase he shall be absolutely cheated of the Money he paid for the same for this def^t saith that after the death of the said Nathaniell Bacon he hath been credibly informed that the said Thomas Bacon & Mary Brooke of Yoxford in the County of Suff spinster who was Aunt to the said Nathaniell Bacon or one of them did sett up a Jointure deed which the said Nathaniell Bacon made upon or soon after his marriage with the said Elizabeth his wife whereby he settled the said estate upon himselfe and the said Elizabeth for life & afterwards upon the issue of their two Bodies lawfully begotten or did some otherwise intayle the same upon the Issue of his Body as by the said Joynture Deed. If this def^t had the same to produce would appeare [to w^{ch} for more] certainty therein this def^t referreth himselfe. And this def^t saith that the said Nathaniell Bacon att the time of his death had issue by the said Elizabeth two daughters whereof one is still liveing & the other since deade & the said Thomas Bacon & Mary Brooke or one of them by ventue of such deede as this def^t hath beene informed did deliver or cause to bee delivered declarations in ejectment upon the demise of the said Elizabeth while she was a widdow against the said Will^m Bokenham or his tenants or agents who kept possession of the said premisses & thereupon a tryall was had and upon fuller prooffe of the said deed & the consideration of itt a verdict was obtained for the p^{lt} upon her said ejectm^t & after greate contest made by the said Buckenham by writ of Error & a suite in Chancery the said Elizabeth.....did obtaine the possession of the said premisses

as by the said proceedings remaineing on record as this def't is informed in his Ma'ties Courts of Kings Bench & Comon Pleas & Chancery relacon being thereunto had & to w'ch for more certainty this def't referreth himselfe doth & may appeare. But this def't saith that he cannot sett forth the date nature consideracon or other certainty of the said Joynture deed for that he never saw the same nor had it in his Custody or power. But he beleiveth it is in the possession of the said Mary Brooke or Thomas Bacon & that they or one of them keepe the same from this def't to preserve the title of the said Estate & premises for the issue of the said Nathaniell Bacon & Elizabeth between them begotten. And this def't saith that he ever knew of the said joynture deed or had any notice thereof till since his marriage with the said Elizabeth Bacon & till long after the said suite was ended & the said Elizabeth had recovered thereupon nor doth this defendant beleieve the said Elizabeth..... Thomas Bacon & the said Mary Brooke or one of them here in England as soone as they heard the said Nathaniell Bacon was deade without the knowledge of the said Elizabeth who was thenlong after the makeing of the Agreement above menconed with the Comp't this def't returned back into Virginia & then finding the said Nathaniell Bacon to be deade and the said Elizabeth a widdow.....did Marry the saith Elizabeth he did not know of the that att the time of such his said Marriage he did not know of the said Joynture deed nor any suite that had been commenced thereupon nor had any consideration thereunto nor any expectacon thereof. And this def't confesseth that the said Sr. Robert Jason did pay the said sixty pounds per Ann to this def't & to the other def't Will'm Betts for this def'ts use till St. Michael the Archangell which was in the yeare of our Lord one thousand six hundred seaventy eight & hath not done.....since that same time that the same is still in Arreare, being five yeares att St. Michael last past amounting to the summe of three hundred pounds as this def't hath computed the same. And this def't further saith that dureing the time the said Will'm Buckenham was..... of the said estate he left the grounds bee soe overrun with whins & bushes & the houses & fences become so ruinous that the said Thomas Bacon on behalfe of the said Elizabeth when she was sole as this def't hath been informedthe same for divers yeares att a very small Rent & as this def't hath alsoe beene informed one Hester Horne widdow had one Annuity of thirty pounds per An'n granted out of the said Estate by Sr. Robert Brooke a farmer or.....of the said premisses for her life who is still liveing & that while she said Will'm Bokenham

continued the possession of the premises he suffered the same to run much in Arreare which arrears amountinge to neare fifty pounds hath been paid out of the profits of the said premises.....the said Elizabeths recovery thereof. And this defendant further saith that he believes & hopes to prove to this Hon'ble Court that the Rents & profits hitherto received of the said premises since the said Elizabeth's recovery thereof hath not beene sufficient to pay & discharge the said Annuity & arrears & to put the said premisses in tenantable repairs Soe that he hath not made or received any benefitt or advantage thereof And this def't Will'm Betts for himselfe severally saith that he was concerned in the making of the Agreem't betweene the Compl't & the other def't Thomas Jarvis as attorney for the said Thomas Jarvis & the Compl't did often request this def't to expedite the said agreem't & this def't accordingly att the request of the Compl't & the other def't did make a journey from his house in Suff to London in the vacation time to finish the same. And this def't did enter the said Judgem't & draw the said defeazance. And this def't believes the Compl't might att that time desire the def't as an Attorney at law to assist him in recovering possession of the said premisses from the said Bokenham & that this def't might promise the Compl't to assist him therein as his Attorney & not otherwise but this def't doth not remember that he did make any such promise to the Compl't & this def't saith that att that time he did not know nor hath never heard of the said Jointure deed under which the said Elizabeth now claimes the said premisses & upon which she recovered the possession thereof but this def't denies that he perswaded the Compl't to make the said Agreem't with the other def't or pretended to bee the Compl'ts friend in the premises other or otherwise then.....& this def't doth allsoe deny that he is to have any gratuity out or share of the said one thousand two hundred & fifty pounds in case the same shall bee recovered or otherwise as in the Bill is falsely and scandalously suggested. And this def't confesseth that he hath att.....times since the making of the said agreem't betweene the Compl't & the said other def't received of the Compl't & by his order to the use of the other def't Nintey pounds for one yeares & halfes rent of the said premisses due at St. Michael the Archangell in the yeare of our Lord one thousand six hundred seaventy eight & noe more to this def'ts knowledge or remembrance & believes the other def't might receive £30 for the halfe yeare due att our Lady one thousand six hundred seaventy seven before he went last into Virginia & that the Compl't hath refused to pay any more.....other def't with by

letters into Virginia & thereupon the other def't ordered this def't by letters from Virginia to proceed against the Complainant on the said Judgm't & this def't believes he did accordingly proceed to..... upon the said Judgm't against the said Compl't but saith that he acted therein only as Attorney for the other def't & not otherwise. And these def'ts doe both of them denye that they or either of them know of their owne knowledge or was privie to any of the transactions in the bill mentioned between the Compl't & the said Nathaniell Bacon or between the Compl't & the said Will'm Buckenham touching the purchase or conveyance of the said estate & premisses or any Bargaines betweene them or otherwise or doe knowe or have heard any thing concerning the same other or otherwise then as aforesaid. And these def'ts doe not know or believe that the said Nathaniell Bacon did ever agree to discharge the Judgm'ts which he had obtained against the Compl't & his said Brother & take a Reconveyance of the said premisses, but that he sealed warrants for soe doing & left them in the hands of his said father with power to act therein as hee pleased & these def'ts doe believe the said Nathaniell Bacon did never know what agreem't was made concerning the same & these def'ts both of them denye that they or either of them hath taken in.....pursuant to the said defeazance or otherwise & did pay or cause to be paid or did tender or was ready to pay the Rent of the said premisses other or otherwise than as aforesaid or that the Compl't was ready or did tender or offer to deliver quiett lawful & peaceable possession of the said Messuage & premisses notwithstanding any act or thing done by the Compl't Henry Jason Will'm Bokenham & Peter Pheasant or either of them or to procure a Reconveyance thereof as in the Bill is suggested & this def't Thomas Jarvis denies.....penalty of the said Judgm't or intends to recover any more thereupon then the said one thousand two hundred & fifty pounds & damages for the forbearance thereof w'ch this def't hopes is but reasonable for him to doe for the reasons aforesaid. And this def't denies that he occasioned the Compl't.....condition of his not performeing the said defeazance or hath done or suffered anything to his knowledge to hinder the Compl't from the performance thereof. And this def't denies that the Compl't ever offered to him this def't to pay his reasonable damages for not performeing of his defeazance or that he hath ever seene the Compl't since his going last into Virginia which is six yeares since & upward. And this def't confesseth he did order the other def't Will'm Betts in his absence to proceed against the Compl't upon the said Judgm't with intent to recover the said one thousand two

hundred & fifty pounds & damages as aforesaid & not otherwise & these def'ts doe denye that they or either of them ever pretended or that they or either of them doe know that the said Estate & premises was any way incumbered or was subject or liable to anyor otherwise then as aforesaid. And these def'ts say they beleive the said estate hath beene held & enjoyed under the tytle of the said Elizabeth ever since she recovered the same of the said Buckenham but the certaine time when she came first into possession thereof.....but these defendants denye that they have kept the possession of the said premisses with designe to hinder the Compl't from performeing the said defeazance or to subject him to the payment of the said one thousand two hundred & fifty pounds or upon any other.....& these def'ts say that they know of noe other incumbrances upon the said Estate other then what are herein before sett forth. And this def't Thomas Jarvis denyes that he hath purchased any incumbrances upon the premisses with designe to sett the same up against the Compl't.....possession of the said premises from the Compl't & thereby to oblige him to pay the said one thousand two hundred & fifty pounds or defraud him thereof but saith that he insists upon the said one thousand two hundred & fifty pounds as.....Agreem't contained in the said defeazance with damages & hopes this hon'ble Court will give him liberty to proceed at law for the same for the Reasons aforesaid & these def'ts doe bothe of them denye all manner of unlawfull Combination & Confederacy.....upon them in the Compl'ts Bill & without that that any other Matter or Thing in the said Bill of Compl't contained materiall to charge these def'ts with all or effectuell by them to be answered unto & not hereïn confessed or avoided traversed & denyed is true.....Manner.....all which these def'ts doe & will be ready to aver & prove as this hon'ble Court shall award humbly praying to be hence dismissed with his Reasonable costs & charges in this behalfe most wrongfully sustained.